1.12 Ameritech will perform pre-testing of Network Elements and Combinations in accordance with Ameritech's standards. At AT&T's request, Ameritech will make available to AT&T on a weekly batch basis any available test and turn-up results in support of the Network Elements or Combinations ordered by AT&T. AT&T shall be responsible for any costs incurred by Ameritech to provide copies of any available results. If AT&T requests Ameritech to provide AT&T with any test or turn-up results which Ameritech does not then generate, AT&T shall request such results through the Bona Fide Request process.

1.13 As soon as identified, Ameritech shall provide notification electronically of AT&T orders that are incomplete or incorrect and therefore cannot be processed.

1.14 As soon as identified, Ameritech shall provide notification electronically of any instances when Ameritech's Committed Due Dates are in jeopardy of not being met by Ameritech on any element or feature contained in any order for Network Elements or Combinations. Ameritech shall indicate its new committed due date as soon as such date is available.

1.15 Within twenty-four (24) hours of AT&T's request, Ameritech will perform cooperative testing with AT&T (including trouble shooting to isolate any problems) to test Network Elements or Combinations purchased by AT&T in order to identify any performance problems.

1.16 Subject to Article IX, Network Elements and Combinations will be provisioned with a combination of customer-specific and bulk orders as specified by AT&T.

1.17 When AT&T orders Network Elements or Combinations that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality of such Network Elements. There shall be no charge for such interconnection. Consequently, for Ameritech retail Customers who simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for AT&T to collocate equipment in Ameritech Central Offices to connect the unbundled Network Element. If shared Network Elements are used, Ameritech will be responsible for all engineering, provisioning and maintenance of these components to ensure they support the agreed-upon grade of service.

1.18 Ameritech shall provide to AT&T upon request:

(a) a list of all services and features technically available from each switch that Ameritech may use to provide Local Switching, by switch CLLI;

(b) a listing by street address detail, of the service coverage area of each switch CLLI;

(c) when available, all engineering design and layout information for each Network Element and Combination; provided that AT&T shall pay Ameritech for the costs incurred by Ameritech to provide AT&T with copies of such information;

(d) a listing of all technically available functionalities for each Network Element or Combination; and

(e) advanced information on the details and requirement for planning and implementation of NPA splits.

1.19 Promptly after the Effective Date, Ameritech shall provide AT&T an initial electronic copy of the following information:

(a) Street address verification;
(b) Switch identification by service address; and
(c) Switch feature verification.

Electronic updates to such information shall be provided monthly to AT&T as changes are made to such information.

1.20 For orders of Network Elements (and INP with the installation of a Loop) that require coordination among Ameritech, AT&T and AT&T's Customer, AT&T shall be responsible for any necessary coordination with the AT&T Customer.

2.0 Unbundled Local Loop Transmission

2.1 Access to Unbundled Local Loops.

2.1.1 AT&T shall access Ameritech's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each Loop shall be delivered to AT&T's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 Ameritech shall provide AT&T access to its unbundled Loops at each of Ameritech's Wire Centers. In addition, if AT&T requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Ameritech shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to AT&T. If, however, no spare physical Loop is available, Ameritech shall within forty-eight (48) hours of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Bona Fide Request for Ameritech to provide the unbundled Loop through the demultiplexing of the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the provisioning intervals set forth in **Section 2.2.2** of this Schedule and the Ameritech Network Element Performance Benchmarks set forth in **Schedule 9.10** of this Agreement shall not apply to unbundled Loops provided under this **Section 2.1.2**.

2.1.3 If AT&T orders a Loop type and the distance requested on such Loop exceeds the transmission characteristics as referenced in the corresponding Technical Reference specified below, distance extensions may be requested where technically feasible to meet the specification using such distance extensions and additional rates and charges shall apply as set forth at Item V of the Pricing Schedule.

Loop Type	Technical Reference/Limitation
Electronic Key Line	2.5 miles
ISDN	Bellcore TA-NWT-000393
HDSL 2W	T1E1 Technical Report Number 28
HDSL 4W	T1E1 Technical Report Number 28
ADSL 2W	ANSI T1.413-1995 Specification

2.2 Provisioning of Unbundled Loops.

The following coordination procedures shall apply for conversions of **"live"** Telephone Exchange Services to unbundled Network Elements:

2.2.1 AT&T shall request unbundled Loops from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a **"Service Order"**) using the electronic interface described on **Schedule 9.2.6**. Within twenty-four (24) hours of Ameritech's receipt of a Service Order, Ameritech shall provide AT&T the firm order commitment (**"FOC"**) date according to the applicable Ameritech Network Element Performance Benchmarks set forth in **Section 9.10** of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.2.2 Ameritech shall provision unbundled Loops in accordance with the time frames set forth on **Schedule 9.10** or within such other intervals as agreed upon by the Parties.

2.2.3 Ameritech agrees to coordinate with AT&T at least forty-eight (48) hours prior to the due date a scheduled conversion date and time (the **"Scheduled Conversion Time"**) in the **"A.M."** (12:00 midnight to 12:00 noon) or **"P.M."** (12:00 noon to 12:00 midnight) (as applicable, the **"Conversion Window"**).

2.2.4 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **"New Conversion Time"**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If AT&T requests the New Conversion Time, AT&T shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.2.5 Ameritech shall test for AT&T dial-tone (**"Dial Tone Test"**) at Ameritech's MDF for AT&T's Virtual Collocated equipment or Physical Collocated equipment during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Scheduled Time, as applicable). Ameritech shall perform the Dial Tone Test at no charge until the termination of this Agreement.

2.2.6 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **"live"** Telephone Exchange Service to the connection of an unbundled Network Element at the AT&T Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element. If AT&T has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional charge.

2.2.7 Requests for maintenance or repair of unbundled Loops are initiated using the industry standard "electronic bonding" interface (EBI) and are handled by the Ameritech Unbundling Service Center ("USC"). The USC works with local Ameritech personnel to perform any manual testing that may be required to isolate the trouble.

3.0 Network Interface Device Capability.

3.1 Ameritech will provide AT&T access to NIDs in a manner that will permit AT&T to connect its loop facilities to the Customer's inside wiring through Ameritech's NID, as required. AT&T shall establish this connection through an adjoining NID provided by AT&T.

3.2 Due to the wide variety of NIDs utilized by Ameritech (based on Customer size and environmental considerations), AT&T may access the Customer's inside wire by any of the following means:

(a) Where an adequate length of inside wire is present and environmental conditions permit, AT&T may remove the inside wire from Ameritech's NID and connect that wire to AT&T's NID;

(b) Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures;

(c) Enter Ameritech's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to AT&T's own adjoining NID; or

(d) Request Ameritech to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., AT&T, its agent, the building owner or the Customer).

3.3 If AT&T accesses the Customer's inside wire as described in Section 2.2(d), the time and materials charges will be billed to the requesting party (i.e., AT&T, the building owner or the Customer).

3.4 In no case shall AT&T remove or disconnect Ameritech's loop facilities from Ameritech's NIDs, enclosures, or protectors.

3.5 In no case shall AT&T remove or disconnect ground wires from Ameritech's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, Ameritech will work with AT&T to develop specific procedures to establish the most effective means of implementing this Section 3.0.

4.0 Unbundled Local Switching

4.1 Access to Unbundled Local Switching.

4.1.1 AT&T shall access Ameritech's Unbundled Local Switching via Collocation or in accordance with Article IX of this Agreement at the Ameritech Wire Center where that element exists and each line-side and/or trunk-side port will be delivered to AT&T's Collocation by means of a Cross-Connection, which shall be an additional charge.

4.1.2 Ameritech shall provide AT&T access to its Unbundled Local Switching at each of Ameritech's Wire Centers and will provide AT&T all available basic local switching functions and basic capabilities the switch is capable of providing which Ameritech currently makes available to its local Customers, or for which Ameritech OSS functions are capable of provisioning pursuant to a Bona Fide Request.

4.1.3 Unbundled Local Switching also provides access to additional features and capabilities that the switch has available for activation. AT&T has the capability of activating these features on a line-by-line basis via an electronic interface. The additional features available for activation on the basic Unbundled Local Switching include:

(a) vertical features;
(b) Custom Calling, Custom Local Area Signaling Service features ("CLASS") features; and
(c) Centrex features.

4.1.4 Other basic and/or additional capabilities, functions and features that are not then available for activation on the switch may be requested as optional special capabilities. Ameritech will provide these special capabilities if technically feasible and upon AT&T's Bona Fide Request. AT&T will pay the applicable recurring and nonrecurring costs of developing, installing, providing and maintaining the requested capability.

4.1.5 Unless already provided by Ameritech as a service offering, and if not, upon AT&T's Bona Fide Request, Ameritech will provide any technically feasible customized local routing of traffic through Unbundled Local Switching by class of call (e.g., operator, directory assistance, 9-1-1, toll, local, etc.). Ameritech will develop and provide any requested customized routing the switch is capable of providing, upon agreement by AT&T to pay recurring and nonrecurring costs of developing, installing, updating, providing and maintaining such custom routing.

4.1.6 Ameritech provides, on an optional basis, the ability to connect line-side ports and/or trunk-side ports within the same switch with a group of common attributes. An example, is a request for Unbundled Local Switching to provide a Centrex service with intercom calling within the system and with certain common features. The attributes available include intercom calling, group call pick-up, and Automatic Route Selection. Intercom calling is defined as the ability of the line-side ports to call one another by dialing 3-7 digits. Group call pick up is defined as allowing one line-side port to answer a call directed to another line-side port in the same call pick-up group. ARS is defined as the ability to route calls to a specific group of trunk-side ports.

4.1.7 Ameritech will switch traffic through its local switching element in accordance with Ameritech standard switching translations and screening in use in that switch. The custom routing optional feature enables AT&T to specify special routing, by class of call, of some or all traffic incoming into its unbundled local switch using any technically feasible routing capability of that switch. Variations in the End Office switching equipment used to provide service in specific locations may cause differences in the operation of certain features. Special routing capabilities that are not otherwise available (i.e., features that the switch is capable of providing) will be developed on an individual basis through the Bona Fide Request process and will be installed, updated, maintained and provided following AT&T's agreement to pay the applicable costs.

4.2 Provisioning of Unbundled Local Switching.

The following coordination procedures shall apply for conversions of "live" Telephone Exchange Services to unbundled Network Elements:

4.2.1 AT&T shall request Unbundled Local Switching from Ameritech by delivering to Ameritech a valid electronic transmittal service order (a "Service Order") using the electronic interface described on **Schedule 9.2.6**. In addition, pre-ordering functions are supported via electronic data interchange (EDI) format as utilized for Resale Services. Within twenty-four (24) hours of Ameritech's receipt of a Service Order, Ameritech shall provide AT&T the firm order commitment ("FOC") date by which the Unbundled Local Switching ports covered by such Service Order will be installed.

Where connection of the Unbundled Local Switching port(s) to customized routing is required by AT&T, the specific custom routing pattern desired must already exist. In those instances where the custom routing pattern does not already exist, AT&T may request the development and establishment of such customer routing pattern via a Bona Fide Request. While the custom routing pattern is being developed, AT&T may do one of the following: (a) defer activation of the Unbundled Local Switching port until the routing pattern is established, (b) offer the Customer resale on an interim basis, or (c) convert the existing basic office routing pattern. If AT&T elects option (c) and later desires to convert the Unbundled Local Switching port using Ameritech's office routing pattern to a customized routing pattern, an additional Line Connection Charge will apply.

4.2.2 Ameritech agrees to coordinate with AT&T at least forty-eight hours prior to the due date a scheduled conversion date and time (the **"Scheduled Conversion Time"**) in the **"A.M."** (12:00 midnight to 12:00 noon) or **"P.M."** (12:00 noon to 12:00 midnight) (as applicable, the **"Conversion Window"**).

4.2.3 Not less than one (1) hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the **"New Conversion Time"**). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. If, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

If Ameritech requests the New Conversion Time, the applicable Line Connection Charge shall be waived; and

If AT&T requests the New Conversion Time, AT&T shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

4.2.4 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of **"live"** Telephone Exchange Service to the connection of an unbundled Network Element at the AT&T Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by Ameritech (and not by a Delaying Event), Ameritech shall waive the applicable Line Connection Charge for such element.

If AT&T has ordered INP with the installation of a Loop, Ameritech will coordinate the implementation of INP with the Loop conversion during the sixty (60) minute interval at no additional coordination charge (other than the applicable standard service order and line connection charges).

Ameritech shall provide to AT&T equivalent functionality of blocking calls (e.g., 900, 976 and international calls) as provided to Ameritech's retail Customers.

4.2.5 When ordering a Local Switching Element, AT&T may order from Ameritech separate interLATA and intraLATA capabilities (i.e., 2 PICs where available) on a line or trunk basis.

4.2.6 Unless otherwise directed by AT&T and to the extent technically feasible, when AT&T orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability.

4.3 Tandem Switching.

4.3.1 Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a switch for the purpose of routing a call or calls. Unbundled Tandem Switching is ordered using electronic interfaces. Trunk-side ports are ordered using the Access Service Request ("ASR") which provides for electronic ordering based on industry standards adopted through OBF. ASR is the process used as of the Effective Date to order Exchange Access Services. Both pre-ordering and ordering functions and access to associated Operations Support Systems functions are supported electronically through these interfaces.

4.3.2 Ameritech will service, operate, and maintain the unbundled Tandem Switching for AT&T at parity with the service, operation, and maintenance Ameritech provides to itself, its subsidiaries, Affiliates and any other person. Unless requested otherwise, where applicable and technically feasible, Ameritech will provide unbundled Tandem Switching using the same specifications, interfaces, parameters, intervals, procedures and practices it uses to provide comparable Tandem Switching for all other Customers and carriers. Any feature or function existing in the Tandem Switch will be provided to AT&T on a non-discriminatory basis. Congestion control and overflow routing will be provided on a non-discriminatory basis.

4.3.3 Tandem Switching performance will be measured to ensure parity with all other Telecommunications Carriers that are interconnected with Ameritech. Performance will be measured on switching, call recording, and network management controls.

4.3.4 Switch downtime will be measured through FCC reportable incidents report. CPI Index will be measured calls blocked and customer out of service incidents.

4.3.5 Electronic Billing Accuracy Centers (EBAC) measures billing errors from the CABS error hold file report. Ameritech employs RAVE/A&T which enables on-line investigation of AMA volumes and will alert EBAC to possible AMA recording failures.

4.3.6 Congestion Control and overflow criteria are set by the use of NTMOS Surveillance system which polls EDAS and NMA data on call volumes and make busy standards. Ameritech sets automatic thresholds with preplan routing and overflow selection. The system is also monitored via a manual surveillance system early recognition of performance problems.

5.0 Interoffice Transmission Facilities.

Ameritech shall:

5.1 Provide AT&T exclusive use of Interoffice Transmission Facilities dedicated to AT&T, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including AT&T;

5.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that AT&T could use to provide Telecommunications Services;

5.3 Permit, to the extent technically feasible, AT&T to connect such interoffice facilities to equipment designated by AT&T, including AT&T's Collocated facilities; and

5.4 Permit, to the extent technically feasible, AT&T to obtain the functionality provided by Ameritech's digital cross-connect systems separate from dedicated transport.

6.0 Signaling Networks and Call-Related Databases

6.1 Signaling Networks.

6.1.1 If AT&T purchases Switching Capability from Ameritech, Ameritech shall provide access to its signaling network from that switch in the same manner in which Ameritech obtains access to such switch itself. In addition, Ameritech shall provide AT&T access to Ameritech's signaling network for each of AT&T's switches when AT&T uses its own switching facilities. This connection shall be made in the same manner as Ameritech connects one of its own switches to an STP. Notwithstanding the foregoing, Ameritech shall not be required to unbundle those signaling links that connect Service Control Points to STPs or to permit AT&T to link its own STPs directly to Ameritech's switch or call-related databases.

6.1.2 If AT&T has its own switching facilities, Ameritech shall provide AT&T access to STPs to each of AT&T's switches, in the same manner in which Ameritech connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from AT&T's switch to Ameritech's STP, or linking AT&T's switch to its own STP and then connecting that STP to Ameritech's STP via a "B" or "D" link); provided that Ameritech shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of AT&T's own STPs to Ameritech's switch or call-related databases or (iii) unbundle an SCP from its associated STP.

6.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that AT&T's switch is compatible with Ameritech's SS7 network;
- Certification that AT&T's switch is compatible with Ameritech's AIN SCP;
- Certification that AT&T's switch is compatible with a desired AIN application residing on Ameritech's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by AT&T, so that Ameritech can provide sufficient SS7 resources for AT&T and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that Ameritech's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by Ameritech's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

6.2 Call-Related Databases.

6.2.1 For purposes of switch query and database response through a signaling network, Ameritech shall provide AT&T access to its call-related databases, including the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases by means of physical access at the STP linked to the unbundled database.

6.2.2 If AT&T purchases Unbundled Local Switching, AT&T may, upon request, use Ameritech's SCP in the same manner, and via the same signaling links, as Ameritech. If AT&T has deployed its own switch, and has linked that switch to Ameritech's signaling system, AT&T shall be given access to Ameritech's SCP in a manner that allows AT&T to provide any call- related, database-supported services to Customers served by AT&T's switch. If the Implementation Team is unable to agree in the Implementation Plan to appropriate mediation mechanisms with respect to access to the AIN SCPs, the Parties shall adopt the mechanisms adopted by the Commission. Ameritech shall provide AT&T access to call-related databases in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.2.3 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by AT&T so that Ameritech can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within Ameritech's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

6.3 Service Management Systems.

6.3.1 Ameritech shall provide AT&T with the information necessary to enter correctly, or format for entry, the information relevant for input into Ameritech's Service Management System ("SMS"). In addition, Ameritech shall provide AT&T equivalent access to design, create, test, and deploy Advanced Intelligent Network.

6.3.2 Access will provided in an equivalent manner to that which Ameritech currently uses to provide such access to itself (e.g., submitting magnetic tapes if AT&T inputs magnetic tapes, or through an electronic interface equivalent to that used by AT&T). The Implementation Team shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Implementation Team is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

6.3.3 Ameritech shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

7.0 Operations Support Systems Functions

7.1 Ameritech shall provide AT&T access to Operations Support Systems functions on or before the dates set forth on the Implementation Schedule.

7.2 Ameritech shall also provide AT&T access to the functionality of any internal gateway systems Ameritech employs in performing the above-listed OSS functions for its own Customers. A "gateway system" means any electronic interface Ameritech has created for its own use in accessing support systems for providing any of the above-listed OSS functions.

8.0 Operator Services and Directory Services.

8.1 Ameritech shall provide AT&T access to Ameritech's Operator Service and Directory Assistance facilities where technically feasible.

8.2 Ameritech shall provide unbundled Operator Services ("OS") and Directory Assistance ("DA") to AT&T in conjunction with Telephone Exchange Service provided to AT&T as a purchaser of Resale Services and as an Unbundled Local Switching Network Element or directly as a separate Network Element. A list identifying the NPA/Exchange areas of Ameritech Directory Assistance, and dependent Information Call Completion services will be provided to AT&T and will be updated as such DA services are provided in additional NPA/Exchange Areas.

8.3 AT&T will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed upon meet point with Ameritech facilities for access to unbundled OS and DA services. AT&T is responsible for delivering its OS and DA traffic to Ameritech's operator service switch. Specifically, AT&T shall deliver its traffic direct from the End Office to the operator service switch location, and there can be no Tandem Switching for OS. The operator service location to which AT&T will deliver its OS or DA traffic will be determined by Ameritech based on the existing capacity of its service centers. Ameritech will, if technically feasible, enable AT&T to deliver its OS or DA traffic to the operator service switch most closely located to the AT&T's NPA/exchange originating the call.

8.4 Ameritech will provide and maintain the equipment at its OS and DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the OS and DA service meets current industry standards.

8.5 Ameritech will provide OS and DA in accordance with its then current internal operating procedures and/or standards.

8.6 Ameritech will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. AT&T has the right, once annually, to visit each Ameritech owned or subcontracted office upon reasonable notice to Ameritech or with greater frequency by mutual consent of the Parties. Upon request, Ameritech will provide monthly system results regarding speed of answer, average work time and, for DA only, abandon from queue measurements.

8.7 AT&T is solely responsible for providing all equipment and facilities to deliver OS and DA traffic to the point of Interconnection with Ameritech facilities.

8.8 AT&T will provide and maintain the equipment at its offices necessary to permit Ameritech to perform its services in accordance with the equipment operations and traffic operations which are in effect in Ameritech's DA and OS offices. AT&T will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

8.9 Upon request and to the extent technically feasible, Ameritech will unbundle OS and DA from resellers of its Telephone Exchange Service, and for AT&T, so AT&T can provide its own OS or DA service or obtain it from a third party. Also, upon request, Ameritech will provide unbundled OS and/or DA as a stand alone unbundled Network Element to AT&T. In either case, AT&T is required to obtain any required custom routing and to arrange for or provide other facilities, services and Network Elements necessary to deliver its OS and DA traffic to Ameritech's designated office, or to the office of another provider, as applicable.

8.10 Upon request, and as technically feasible, Ameritech will provide through an electronic interface, unbundled access to its databases used to provide DA and OS for purpose of enabling AT&T to provide its own OS or DA service, or as otherwise authorized by the FCC or the Commission. Such unbundled access to DA and OS databases is provided as is technically feasible based upon the facilities, equipment and software involved, and upon agreement by AT&T to pay to Ameritech its costs of developing, installing, providing and maintaining such Network Element.

8.11 Specifically, upon request, Ameritech will provide through an electronic interface, unbundled access to its DA database to permit AT&T to have its local exchange directory assistance listings in the areas incorporated into the database, and/or to read the DA listing (with the exception of non-published listing) in that database for the purpose of providing its own DA service. Such unbundled access will be provided in a technically feasible manner based upon the facilities, equipment and software involved, and upon agreement by AT&T to pay to Ameritech its costs of developing, installing, providing and maintaining such network element.

8.12 Access of resellers and AT&T to DA and OS of Ameritech, and the DA and OS Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions, protocols, procedures, practices and methods that Ameritech uses for other customers of its DA and OS services. Upon request, Ameritech will, as technically feasible, provide a different quality of service, upon agreement by AT&T to pay to Ameritech its costs of developing, installing, maintaining and repairing access to and provision of the Network Element at such quality of service.

8.13 AT&T will furnish to Ameritech all information necessary for provision of OS and DA. This information, to the extent it is identified as such, shall be treated as Proprietary Information. For OS this information includes emergency agency phone numbers, rate information (such as mileage bands and operator surcharge information), and originating screening information. AT&T will furnish to Ameritech all information necessary for the provision of OS and DA.

8.13.1 To the extent that AT&T does not mirror Ameritech's operator surcharge rates, then Ameritech will, if technically feasible, enter AT&T's surcharge rates into Ameritech's rate tables, and will charge AT&T for changing those tables at the rates then charged by Ameritech for such service.

8.13.2 For DA services, AT&T will furnish Ameritech ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated details necessary to provide that service. This information includes listing information for the areas to be served by Ameritech and network information necessary to provide for the direct trunking of the DA calls.

8.13.3 AT&T will keep these records current and will inform Ameritech, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. AT&T will inform Ameritech of other changes in the records on a mutually agreed-upon schedule.

8.14 Upon request, and as technically feasible, Ameritech will re-brand such OS and DA services based upon AT&T's obtaining or providing any required facilities, services, Network Elements and custom routing, and their agreement to pay rates that compensate Ameritech for any costs it incurs in developing, installing, providing and maintaining such rebranded service. For branding of calls, AT&T must provide two (2) cassette tapes of an announcement, no longer than three (3) seconds, for installation on each OS and DA switch serving AT&T's Customers.

8.15 Branding: Re-branding is available as follows:

(a) Mechanized front-end branding is available for all manual and automated OS calls.

(b) Mechanized back-end branding is available for automated calling card calls handled via ACCS.

(c) On mechanized collect and billed-to-third calls, back-end branding is not currently available.

(1) Such calls can be manually handled and branded.

(2) If Customer desires mechanized branding, the feature can be installed if AT&T pays for feature purchase and installation.

Normally, OS and DA services, both bundled and unbundled, will be branded with Ameritech's name as the provider of the service. Upon request from AT&T, and as technically feasible, Ameritech will re-brand OS and DA traffic from AT&T's telephone exchange lines, or to AT&T's unbundled OS or DA network element. Re-Network Element. Re-branded service requires that AT&T arrange to have the subject OS or DA traffic delivered to Ameritech's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable.

Re-branding is provided at rates that recover Ameritech's costs of developing, installing, providing and maintaining such service.

8.16 AT&T grants to Ameritech during the term of this Agreement a non-exclusive license to use the DA listings provided pursuant to this Agreement. DA listings provided to Ameritech by AT&T under this Agreement will be maintained by Ameritech only for providing

DA information, and will not be disclosed to third parties. This section does not prohibit Ameritech and AT&T from entering into a separate agreement which would allow Ameritech to provide or sell AT&T's DA listing information to third parties, but such provision or sale would only occur under the terms and conditions of the separate agreement.

8.17 Ameritech will supply AT&T with call detail information so that AT&T can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual case basis.

SCHEDULE 9.10

NETWORK ELEMENT PERFORMANCE ACTIVITIES

A. Non-DS1 Loops-Standard Intervals

Volume*	Interval
1-24	5 Business Days
25-48	6 Business Days
49-96	7 Business Days
97+	Negotiated

*Number of Loops Per Order Per Day

B. DS1 Unbundled Local Transport

1.	Facilities Available	7 Business Days
2.	Force and Load	Negotiated Interval

C. DS3-Unbundled Local Transport — Negotiated Interval

D. OC-N-Unbundled Local Transport — Negotiated Interval

SCHEDULE 10.1
RESALE SERVICES

The Resale Services provided hereunder by Ameritech are set forth in MPSC Tariff 20 R, Part 22 and Ameritech's Michigan Resale Catalog. The rates for such Resale Services are the retail rates for such Resale Services discounted by twenty-two percent (22%), as ordered by the Commission.

SCHEDULE 10.3.1
GRANDFATHERED SERVICES AND SUNSETTED SERVICES
MICHIGAN

TARIFF MPSC NO. 20R

TOPIC	SECTION	SHEET
Automatic Voice Connecting Arrangements	8	4
Budget Toll Dialing Service	9	15
Centrex - DS (Digital)	5	38
Centrex IV	5	5
Centrex V	5	22
Channels for Key Telephone Systems	8	3
Channels for Television Transmission for Use in Educational Television Systems	18	17
Channels for Television Transmission - Other Than for Use in Educational Television Systems	18	1
Circle Calling 30	9	13
Circle Calling Service	9	16
Connections of Grandfathered Terminal Equipment and Grandfathered Communications Systems	15	67
Connections Not Subject to the FCC's Registration Program	15	72
Connections of Certain Facilities of Power, Pipe Line and Railroad Companies	15	84
Connections of Certain Facilities of the U.S. Army, Navy and Air Force	15	87
Cross Boundary Rate Treatment for Direct High Capacity Service	15	1
Entrance Facilities	15	90
Equipment and Miscellaneous Charges (Private Line)	15	134
Foreign Telephone Service	4	3
High Capacity Services	15	144
Interexchange (Interzone) Channel Charges	15	92
Intraexchange (Intrazone) Channel Charges	15	114
Local Distribution Channel	15	4
Municipal Emergency Reporting Service	8	1

TOPIC	SECTION	SHEET
Premiere Service	6	1
Premiere 2/6 Service	6	3
Registered Equipment and Circuits (Private Line)	15	65
Rotary Business Service	4	8
Rotary Residence Service	4	8
Services Involved in Exchange Boundary Revisions	4	1
Special Protection Equipment	15	5
Subvoice Channel Services	15	6
Universal Emergency Number Service (911)	8	2
Value Calling Plan	9	4
Value Plus Contract Service	9	1
Wideband Metallic Channel	15	7

SCHEDULE 10.3.1

GRANDFATHERED SERVICES AND SUNSETTED SERVICES
MICHIGAN

TOPIC
Apartment Door Answering Service
Automatic Identified Outward Dialing (AIOD) Service
Automatic Intercept Service (A.I.S.)
Automatic Voice Connecting Arrangements
Business Interphone Service
Centrex CO Systems - ESS
Centrex CO Systems - No. 5X-BAR
Centrex - DS
Centrex - General
Centrex IV
Centrex V
Centrex Mate
Centrex Message Desk Interface
Centrex - Special Features
Centrex Station Call Through Test
Concentrator-Identifier - Four Trunk Capacity
Connecting Arrangements for Direct Electrical Connections of Customer Provided Terminal Equipment
Connecting Arrangements for Direct Electrical Connection of Customer Provided Repertory Dialers
Connecting Arrangements for the Direct Electrical Connection of Customer Provided Communications Systems and Channels to the Message Network
Home Interphone Service
Intercom Calling
Lobby Interphone Service
Semi-Public Telephone Service
Time-of-Day Announcement Service

TOPIC
Two-Way Intercommunications Arrangement
Value Calling Plan (Sunsetted)
Voice Calling Service
WATS

SCHEDULE 10.9.2

RESALE PERFORMANCE BENCHMARKS

A. Installation

1. Installation Intervals

a. POTS

(1) Percentage Installed on Time

(2) Installation Interval More Than Six (6) Days

b. HICAP: Percentage of Missed Appointments

SUBRATE: Percentage of Missed Appointments

2. New Service Failures

a. POTS: Percentage of New Service Failures During First Seven (7) Days from Installation Date

b. HICAP: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

c. SUBRATE: Percentage of New Service Failures During First Thirty (30) Days from Installation Date

B. Repair

1. Time to Repair

a. POTS: Percentage of Repairs Not Completed within twenty-four (24) hours

b. HICAP: Percentage of Repairs Not Completed within two (2) hours

c. SUBRATE: Percentage of Repairs Not Completed within three and one-half (3½) hours

2. Percentage of Initial Trouble Reports

3. Percentage of Code 4 Troubles

C. Time to Provide Firm Order Commitment

1. Switched Services: Percentage of Firm Order Commitments Provided in four (4) days of Date of Order

2. HICAP Services: Percentage of Firm Order Commitments Provided within twenty-four (24) hours of Time of Order

D. Speed of Answer

1. Service Center: Percentage of Calls to Service Center made during normal business hours that are answered within ten (10) seconds

2. Repair Center: Percentage of Calls to Repair Center that are answered within twenty (20) seconds.

3. Operator Services: Toll Assistance Speed of answer (seconds).

4. Operator Services: Directory Assistance Speed of answer (seconds).